

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Air quality Division (“DEQ/AQD”), Herschler Building, 122 West 25th Street, Cheyenne, WY 82002, and Bighorn Contractors, Inc. (“Bighorn”), 1671 CR 150, Burns, Wyoming 82053 enter into this Settlement Agreement (“Agreement”) to fully and finally resolve without litigation the violations cited in DEQ Notice of Violation Docket No. 4492-09 (“NOV”). The NOV alleges that Bighorn failed to list all materials to be removed on the asbestos renovation/demolition notification, supply the training certificate for an employee conducting work upon request, label bags of waste material, and placard vehicles used for loading/unloading and transporting of waste material in violation of the Air Quality Act (“Act”) and applicable Wyoming Air Quality Standards and Regulations (“WAQSR”).

WYO. STAT. ANN. § 35-11-901(a)(ii) (West 2008) authorizes stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Bighorn and the DEQ/AQD hereby stipulate and agree as follows:

1. The DEQ/AQD is responsible for enforcing the Act and WAQSR.
2. WYO. STAT. ANN. § 35-11-201 states: “No person shall cause, threaten or allow the discharge or emission of any air contaminant in any form so as to cause pollution which violates rules, regulations and standards adopted by the council.”
3. Chapter 3, Section 8 of the WAQSR establishes asbestos emission standards for demolition, renovation, manufacturing, spraying and fabricating that apply to owners and operators of facilities where asbestos renovation/demolition activities are taking place.
4. Chapter 3, Section 8(I)(ii)(D)(VI) of the WAQSR states: “Estimate the approximate amount of RACM to be removed from the facility in terms of length of pipe in linear meters (linear feet), surface area in square meters (square feet) on other facility components, or volume in cubic meters (cubic feet) if off the facility components. Also estimate the approximate amount of Category I and Category II nonfriable ACM in the affected part of the facility that will not be removed before demolition.”
5. Chapter 3, Section 8(I)(iii)(H) of the WAQSR states in part: “...No RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless the individuals supervising and performing the operation have been trained in the provisions of this regulation and the means of complying with them. Evidence that the required training has been completed shall be posted and made available for inspection by the Administrator at the demolition or renovation site.”
6. Chapter 3, Section 8(M)(i)(A)(V) of the WAQSR states: “For asbestos-containing waste material to be transported off the facility site, label containers or wrapped materials with the name of the waste generator and the location at which the waste was generated.”
7. Chapter 3, Section 8(M)(iii) of the WAQSR states in part: “Mark vehicles used to transport asbestos-containing waste material during loading and unloading of waste so that signs are visible...”
8. On February 6, 2009, a DEQ/AQD inspector conducted an inspection of the demolition of a building at 2010 Warren Avenue in response to a

notification received by the DEQ/AQD. During the inspection, the DEQ/AQD inspector observed violations of Chapter 3, Section 8 of the WAQSR.

9. During the inspection, the DEQ/AQD inspector observed that the asbestos renovation/demolition notification included piping but did not include a boiler which was also to be abated in violation of Chapter 3, Section 8(I)(ii)(D)(VI).

10. During the inspection, the DEQ/AQD inspector requested training certificates for employees conducting work. A training certificate for one employee was not available in violation of Chapter 3, Section 8(I)(iii)(H).

11. During the inspection, the DEQ/AQD inspector observed unlabeled bags of waste material that appeared to be damp in violation of Chapter 3, Section 8(M)(i)(A)(V).

12. During the inspection, the DEQ/AQD inspector asked about placarding of the waste trailer during loading and unloading and was told that this was not done in violation of Chapter 3, Section 8(M)(iii).

13. Based on the February 9, 2009 inspection, the DEQ/AQD determined that Bighorn failed to list all materials to be removed on the asbestos renovation/demolition notification, supply the training certificate for an employee conducting work upon request, label bags of waste material, and placard vehicles used for loading/unloading and transporting of waste material in violation of Chapter 3, Section 8.

14. A. Bighorn agrees to pay the DEQ/AQD two hundred sixty two dollars and fifty cents (\$262.50) as a partial settlement amount ("Partial Settlement Amount"). Bighorn shall make full payment of the Partial Settlement Amount by check made payable to the Wyoming Department of Environmental Quality, Air Quality Division, within thirty (30) days after Bighorn has been notified by DEQ/AQD that the final signature has been affixed to the Agreement. Bighorn shall mail the payment to John S. Burbridge, Senior Assistant Attorney General, 123 Capitol Building, Cheyenne, WY 82002.

B. In lieu of paying the three hundred seventy five dollar and no cents (\$375.00) balance remaining ("Settlement Balance Amount") after payment of the Partial Settlement Amount, Bighorn agrees to complete the following Supplemental Environmental Project ("SEP"):

i. Bighorn agrees to spend at least three hundred seventy five dollars and no cents (\$375.00) ("SEP Expenditure Amount") on the attendance and completion of the Asbestos Building Inspector Course.

ii. Bighorn shall complete the SEP by no later than within ninety (90) days of the full execution of this Agreement unless Bighorn and the DEQ/AQD mutually agree to an extension of time. Bighorn shall submit a SEP Completion Report to the DEQ/AQD, Attn: Mr. Robert Gill, 122 West 25th Street, Cheyenne, WY 82002 within thirty (30) days after the completion of the SEP. The SEP Completion Report shall describe the completed SEP, include an invoice for the course and a copy of the certificate of completion of the building inspector course. The DEQ/AQD and Bighorn agree that if Bighorn does not complete the SEP by the SEP deadline, then

Bighorn will pay the DEQ/AQD the balance of the full Settlement Balance Amount (\$375.00) by the SEP Completion Report deadline. The DEQ/AQD and Bighorn agree that if the amount Bighorn actually spends in performance of the SEP is less than the SEP Expenditure Amount, then Bighorn will pay the DEQ/AQD a prorated amount calculated by taking the SEP Expenditure Amount and subtracting the amount Bighorn actually spent on the SEP by no later than thirty (30) days after submitting the SEP Completion Report to the DEQ/AQD.

iii. Bighorn hereby certifies that as of the date it signs this Agreement, Bighorn is not required to perform the SEP by any federal, state or local law or regulation; nor is Bighorn required to perform the SEP pursuant to any other agreement or relief in any other case. Bighorn further certifies that it has not received and is not presently negotiating to receive credit for the SEP in any other pending action.

15. Bighorn, by entering into this Agreement, does not concede or admit to any liability, and this Agreement constitutes no admission of fault or noncompliance.

16. Full compliance with the signed Agreement shall constitute full satisfaction for all claims by the DEQ/AQD against Bighorn based on the NOV and, solely in reliance on the Agreement, the DEQ/AQD will refrain from taking further enforcement action against Bighorn for that particular violation.

17. Bighorn waives any statute of limitations which may apply to an enforcement action by the DEQ/AQD involving the specific matters described in the NOV in the event that Bighorn fails to fulfill its obligations under this Agreement.

18. This Agreement shall be admissible by either Bighorn or DEQ/AQD (hereinafter Bighorn and DEQ/AQD may be referred to individually as "Party" and collectively as "Parties") without objection by the other Party in any action between these Parties relating to the violations alleged herein.

19. Neither Party hereto shall have any claim against the other for attorney's fees or other costs incurred with the allegations resolved hereby, including costs incurred in the preparation of the Agreement. Each Party shall bear its own attorney fees and costs, if any, incurred through the date this Agreement is signed by both Parties. Each Party assumes the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend or indemnify the other.

20. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

21. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

22. This Agreement, consisting of four (4) pages represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

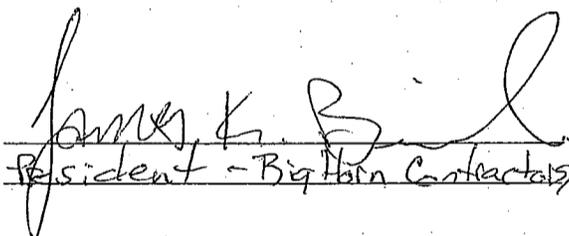
23. The State of Wyoming and the DEQ/AQD do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. ANN. § 1-39-104(a) and all other state law.

24. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

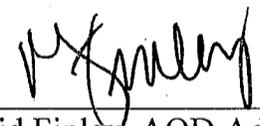
25. Each Party represents that they are authorized to enter into this Agreement and agree to be bound hereby. This Agreement shall become binding upon the Parties once executed by all Parties.

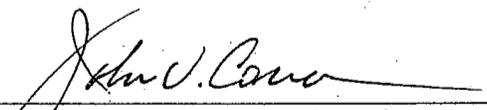
IN WITNESS THEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

BIGHORN CONTRACTORS, INC.

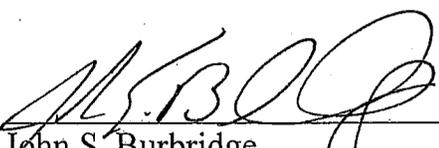
By:  7-10-09
President - Bighorn Contractors, Inc. Date

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

By:  8/12/09
David Finley, AQD Administrator Date

By:  8/13/09
John Corra, DEQ Director Date

APPRVAL AS TO FORM:

By:  7.9.09
John S. Burbridge Date
Senior Assistant Attorney General
Attorney for DEQ/AQD